

PT. Jupiter Jala Arta (hereafter referred to as Jupiter, we, us or our) is dedicated to providing its customers (hereafter referred to as Customer, you, or your) with an all-round top quality service, while at the same time satisfying our legal and ethical responsibilities. To this end, we have set out below our Acceptable Use Policy (AUP). Our AUP is incorporated into our Terms of Service (TOS) and any other contracts we have with you by this reference. Terms not defined in this AUP have the meaning given to them in your agreement with us (TOS)

We reserve the right to make changes to this AUP at any time. If we make a change that materially impacts your ability to use the Services, you may terminate the affected Services without penalty. The most recent version of the AUP can be found on our website at <http://jupiter.co.id/AUP.pdf>

Failure to abide by the terms of this AUP shall be grounds for immediate account suspension or termination, in some cases without notice, and forfeiture of all fees paid. Please note that the evolving nature of the Internet prevents us from including in this AUP all possible unacceptable uses of the Services. We reserve the right to determine, in our sole discretion, what other activities are unacceptable.

It is your responsibility to ensure that your End Users comply with the terms of this AUP. Your failure to do so constitutes a violation of this AUP.

Provisions for All Customers

1. Illegal Usage

Jupiter servers may be used for lawful purposes only. Transmission, storage, presentation or distribution of any information, data or material in violation of any applicable law or regulation is prohibited. Examples of such violations are provided below. This list is intended as a guide for you and your End Users, and does not represent all possible unlawful uses of the Services.

- obscene speech
- promoting violence or injury
- using defamatory, threatening or abusive language
- gambling, or similar activities such
- online pharmacies
- violation of intellectual property rights of others
- forging, misrepresenting, omitting or deleting message headers, return mailing information, or internet protocol addresses to conceal or misidentify the origin of a message
- creating or sending Internet viruses, worms or Trojan horses, flood or mail bombs, or engaging in denial of service attacks hacking, and/or subverting, or assisting others in subverting, the security or integrity of Jupiter's services or systems
- acting in any manner that might subject us to unfavorable regulatory action, any liability for any reason, or adversely affect our public image, reputation or goodwill, as determined by us in our sole and exclusive discretion
- soliciting the performance of any illegal activity, even if the activity itself is not performed

- directly facilitating violation of a law or regulation and/or instructing others in prohibited activities

2. Unsolicited Commerce Email & Material - SPAM

The only email marketing activities allowed under this AUP are those compliant with the CAN-SPAM Act. We strongly encourage you to familiarize yourself with this act before engaging in any email marketing activities using our services. Please note that activities permitted under the CAN-SPAM Act can still be violations of this AUP for other reasons, and may result in immediate suspension or termination of your account, without notice, as determined by us in our sole discretion.

Spam is strictly prohibited under this AUP. Violations of our spam policy shall result in a minimum \$200 fine and possible termination and/or suspension of your account or Services. We reserve the right to determine, in our sole discretion, what constitutes a violation of this spam policy, but include the following as a guide: unsolicited or unauthorized advertising and promotional materials such as "junk mail," "instant messaging," "chain letters," or "pyramid schemes." An electronic message is "spam" IF: (1) the recipient's personal identity and context are irrelevant because the message is equally applicable to many other potential recipients; AND (2) the recipient has not verifiably granted deliberate, explicit, and still-revocable permission for it to be sent; AND (3) the transmission and reception of the message appears to the recipient to give a disproportionate benefit to the sender.

You shall also be in violation of this section if you engage in any of the foregoing activities using the service of another host, but use our Services as a mail drop for responses, or to host a site advertised in spam.

3. Security

This AUP also prohibits any actions that compromise our system and/or network security, the security of our customers, and that of the Internet generally. We reserve the right to immediately suspend or terminate your account, without notice, as a result of such actions by you or your End Users. You may also be exposed to criminal and civil liability based on your actions. Examples of such actions include, but are not limited to, unauthorized access, use, probe, or scan of a system security or authentication measure, data or traffic; interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

You are aware that the Internet can be an insecure environment, and are responsible for ensuring the security of your data, passwords, username and confidential information.

4. Copyright Infringement

If you feel that your site has been copied by one of our customers or an End User, in such a way that could violate the DMCA, you must provide us with proper notice of such infringement. The DMCA sets forth very specific guidelines of what your notice must contain. These guidelines are available here: <http://www.copyright.gov/title17/92chap5.html#512>

Our designated agent for receipt of notices pursuant to the DMCA is:

PT. Jupiter Jala Arta
Ariobimo Sentral 3rd Floor
Jl. HR. Rasuna Said Kav X-2/5
Jakarta 12950

5. Violation of Rights Other Than Copyright

You shall not, and your End Users shall not, use our services to violate the intellectual property rights of others, including, but not limited to, copyright, trademark, trade secret and patent rights. You shall not, and your End Users shall not, use our services to violate the recognized rights of others, including, but not limited to, acts that defame, harass, abuse or threaten others.

6. Child Pornography, Child Erotica and Bestiality

Use of the Services to disseminate or display images classified under U.S. law as child pornography, child erotica and/or bestiality is strictly prohibited. We shall immediately terminate the accounts of any customers and/or End Users who are using the Services in this manner, and report them as required by law, without prior notice. Further information about child pornography may be found at <http://www.ncmec.org>

7. IP Addresses

We own the IP numbers and addresses that may be assigned to you pursuant to your use of the services. These addresses may not be assigned or transferred, and are recycled upon termination of the services. We reserve the right to change these numbers. We are required to comply with APNIC policies and procedures regarding IP addresses. You may not terminate your Services should a change in APNIC policy affect your use of the Services.

8. Customer's Responsibilities

You are responsible for ensuring that materials disseminated or posted using our services comply with this AUP and relevant laws, including materials that have been posted by third parties. We do



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not review, edit, censor, or take responsibility for any information customers or End Users may create. Therefore, we cannot accept any responsibility from customers, users of our services through third parties, or third parties, that results from inaccurate, unsuitable, offensive, or illegal content or transactions.

Use of our service requires a certain level of knowledge in the use of Internet languages, protocols, and software. This level of knowledge varies depending on the anticipated use of the services. Customer agrees that he or she has the knowledge and skills necessary to properly use the Services. It is not our responsibility to provide such knowledge or skills beyond our commitment to support your use of our servers as set forth in the TOS.

9. Actions Upon AUP Violations

Your violation of any of the terms of this AUP may result in immediate suspension or termination of your account, without notice. We are the sole arbiter of what constitutes a violation of this AUP.

Upon learning of an alleged violation, we shall initiate an investigation. During this time, it may be necessary to restrict your access to the Service to prevent further potentially unauthorized activity. If such violation could constitute a criminal offense, we may notify the appropriate law enforcement authorities.

Under no circumstances shall we issue credits for suspension of your Service because of an AUP violation. You agree to hold Jupiter harmless from any claims that a suspension or termination of Services for this reason has damaged an End User.

10. Disclosure of Information

We may disclose information, including information that you and your End Users may consider confidential, in order to comply with a court order, subpoena, summons, discovery request, warrant, regulation, or governmental request. We have no obligation to inform customers or End Users that this information has been disclosed and in some cases may be prohibited by law from doing so. We also may disclose such information when it is necessary to protect us or others from harm.

11. Other Abuse

The use, and misuse, of our services changes over time. If we determine that your use of our services negatively impacts our ability to provide services to other customers, may subject us to liability, indicates your unfamiliarity with use of the services, or if you abuse our support staff, we may terminate your account.



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12. Contact Information

On occasion, we may need to communicate with you by email about issues related to billing, service changes, additions and modifications to our network. It is your responsibility to provide us with a working, monitored, email address, and to update us on any changes to your account or contact information. We have no responsibility for communications misdirected as a result of your failure to provide us with correct contact information.